

10. In the event of default in the payment of the indebtedness hereby secured, or any part thereof, or in the performance or any of the covenants or conditions of this mortgage, in addition to any other rights or remedies which the mortgagee may have by virtue of the provisions hereof or by law, the mortgagee shall have the right at any time after any such default to enter upon and take possession of said premises and as a mortgagee-in-possession to the said premises, and receive all the rents, issues and profits thereof, which are overdue, due or to become due, and to apply the same, after payment of all necessary charges and expenses on account of the indebtedness hereby secured; and the said rents and profits are hereby assigned to the mortgagee as security for the payment of such indebtedness. The mortgagor for himself and any subsequent owner of the said premises hereby agrees to pay the mortgagee in advance a reasonable rent for the premises occupied by him, and in default of so doing hereby agrees that he may be dispossessed by the usual legal proceedings, and further agrees that any tenant defaulting in the payment to the mortgagee of any rent may be likewise dispossessed. This covenant shall become effective and may be enforced either without or with any action brought to foreclose this mortgage and without applying at any time for a receiver of such rents or of the mortgaged premises.

11. All of the foregoing covenants shall run with the land and bind the mortgagor, his heirs, executors and administrators, successors and assigns.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said mortgagor do and shall well and truly pay or cause to be paid to the said mortgagee, its successors or assigns, or the holder hereof, the said debt or sum of money aforesaid, with the interest thereon, if any shall be due, according to the true intent and meaning of said note, and all sums of money provided to be paid by the mortgagor, its successors or assigns, under the covenants of this mortgage, then this deed of bargain and sale shall cease, determine and be utterly null and void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF Malja Corporation has caused its name to be signed and its seal to be affixed this 15th day of September in the year of our Lord one thousand nine hundred and fifty-six and in the one hundred and eighty-first year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Claude W. Hennrich

H. D. Ward

MALJA CORPORATION (SEAL)

By: Paul S. Davis, President

H. D. Ward, Secretary

